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Atl. 583; *Stringer v. Mathes*, 41 La. Ann. 985, 7 South. 229. See *McDonald v. Fleming*, 12 B. Mon. (Ky.) 286.

The authorities are conflicting on the particular point raised in the principal case. Some of the cases are in line with the decision in the instant case, holding that where a woman is deceived into contracting what she supposes to be a valid marriage, she can maintain an action on an implied contract for services rendered her supposed husband while she was living with him as his wife. *Fox v. Dawson*, 8 Mart. (La.) 94. But other cases hold that no contract will be implied to pay for services rendered under such circumstances. Keeping in mind the intention and relationship of the parties at the time of the rendition of the services, this would seem to be the better view. *Cooper v. Cooper*, 147 Mass. 370, 17 N. E. 892, 9 Am. St. Rep. 721. See *Cropsey v. Sweeney*, 27 Barb. (N. Y.) 310. The remedy of the plaintiff in such cases would be an action for damages for the deceit, and not an action upon an implied contract for services. *Blossom v. Barrett*, 37 N. Y. 434, 97 Am. Dec. 747. See *Graham v. Stanton*, 177 Mass. 321, 58 N. E. 1023; *Higgens v. Breen*, 9 Mo. 497.

CORPORATIONS—DECLARATION OF DIVIDEND—RIGHT TO RESCIND.—The directors of a corporation which had a large surplus declared a script dividend which could be paid in cash or stock at the option of the stockholders. At a later meeting they rescinded the dividend. The plaintiff brought suit to recover his proportion of the dividend, claiming that the directors had no right to rescind the dividend. *Held*, the plaintiff cannot recover. *Staats v. Biograph Co.*, 230 Fed. 454. See *NOTES*, p. 494.

CORPORATIONS—DIRECTORS—RIGHT TO COMPENSATION.—The plaintiff was a director and officer of the defendant corporation. There was no express agreement that he should be paid for his services. The corporation refused to pay him anything, and he brought suit, alleging that he was entitled to recover upon an implied contract the reasonable value of his services rendered. *Held*, the plaintiff cannot recover. *Goodin v. Dixie-Portland Cement Co.* (W. Va.), 90 S. E. 544.

The law does not ordinarily imply a promise on the part of the corporation to pay for the services of a director. *Rockford, etc., R. Co. v. Sage*, 65 Ill. 328, 16 Am. Rep. 587; *Wickersham v. Crittenden*, 93 Cal. 17, 28 Pac. 788. See *Brown v. Valley View Mining Co.*, 127 Cal. 630, 60 Pac. 424. The action of the board of directors fixing the compensation of one of their members as an officer of the corporation is *prima facie* voidable at the election of the stockholders. *Jones v. Morrison*, 31 Minn. 140, 16 N. W. 854. And the fact that each director refrains from voting on the resolution which fixes his own salary makes no difference. *Fitchett v. Murphy*, 26 Misc. 544, 56 N. Y. Supp. 322. The rule seems to apply to officers who render services which are regarded as naturally incident to their duties as directors. See *Martindale v. Wilson-Cass Co.*, 134 Pa. St. 348, 19 Atl. 680, 19 Am. St. Rep. 706; *Stacy v. Bank*, 4 Scammon (Ill.) 91. A contract between a corporation and a director for

services as an officer rendered outside his duties as a director is void if the director's vote is needed to pass the resolution or make up a quorum of the board. *Bennett v. St. Louis Car Roofing Co.*, 19 Mo. App. 349; *Butts v. Wood*, 37 N. Y. 317. But where the director's vote is not necessary for the adoption of the resolution it will not necessarily be void because he voted for it. *Clark v. American Coal Co.*, 86 Iowa 436, 53 N. W. 291. But, on the other hand, it is held that where the director of a corporation, at its request, performs services which are clearly outside the duties imposed on him as a director, he may recover for the services rendered, either on the express or implied contract. *Chandler v. Bank*, 1 Green (N. J.) 255; *Santa Clara Mining Ass'n v. Meredith*, 49 Md. 389, 33 Am. Rep. 264; *Hall v. Vermont, etc.*, R. Co., 28 Vt. 401; *Ten Eyk v. Pontiac, etc.*, R. Co., 74 Mich. 226, 41 N. W. 905, 16 Am. St. Rep. 633.

It has also been held that the compensation for such services by a director must be fixed before he enters upon the duties of his office. *Holder v. Lafayette, etc.*, R. Co., 71 Ill. 106, 22 Am. Rep. 89; *Kilpatrick v. Penrose, etc.*, Co., 49 Pa. St. 118, 88 Am. Dec. 497. Even where the by-laws of the corporation state that the salaries of the officers are to be fixed by the board of directors, but no action was ever taken by them, the officers cannot recover for their services. *Wood v. Lost Lake, etc.*, Co., 33 Ore. 20, 23 Pac. 848, 37 Am. St. Rep. 651. See *Illinois Linen Co. v. Hough*, 91 Ill. 63.

CRIMINAL LAW—FORMER JEOPARDY—PUNISHMENT BOTH UNDER STATE STATUTE AND CITY ORDINANCE.—The defendant was convicted under a state statute for the illegal sale of liquor. In a subsequent prosecution for the same act under a city ordinance, the defendant pleaded former jeopardy. *Held*, the prosecution under the state statute is no bar to a subsequent prosecution for the same act under a city ordinance. *Shreveport v. Nejin* (La.). 73 South. 313. See NOTES, p. 486.

DAMAGES—PERMANENT STRUCTURE—PAST AND FUTURE LOSSES.—The defendant built a dam on his own land across a natural water course, which caused water to back on and overflow the land of the plaintiff, destroying the crops on the land for several years. The plaintiff brought an action to recover for the damages to the land and the destruction of the crops. *Held*, the plaintiff is entitled to recover only for the destruction of the first crop and the injury to his land, both past and future. *Norfolk County Water Co. v. Etheridge* (Va.), 91 S. E. 133.

The adjudged cases are at variance as to the proper measure of damages to be awarded against a defendant who erects a permanent structure on his own land which injures the land of another. Some courts have adopted the rule that injuries to land caused by permanent structures, which in the normal course of things will continue indefinitely and which will undergo no change from any cause but human labor, create but one cause of action, and it is proper to assess damages in one action for both the past and future injuries to the land. 1 *SEDC*